



P.O. BOX 939019  
SAN DIEGO, CA 92193-9019

05/11/2010

STUART A KIRSHENBAUM  
117 GREENWOOD DR  
FREEHOLD, NJ 07728

RE: HOUSEHOLD FINANCE  
MCM Account No.: [REDACTED] 5354  
Current Balance: \$10,832.02

Dear STUART A KIRSHENBAUM

Per your request, enclosed are documents for the above-referenced account.

Midland Credit Management Inc. is requesting an immediate payment of balance in full. Upon receipt of the payment and payment clearing the bank, we will report a "paid" status on your credit report for the above-referenced account.\*

Please call us upon receipt of this letter at 800-825-8131 ext. 32980 so that we may discuss this matter further.

Please understand that this communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Sincerely,

Consumer Relations

Enclosures

\*Your credit report will not be updated if the federal reporting period has expired.



QCMC

REVOLVING LOAN VOUCHER

CREDITOR

HOUSEHOLD FINANCE CORPORATION III  
RT 70-1900 SHORROCK ST.  
TOWN & CNTRY SH CTR/# 211  
LAKEWOOD NJ 08701

BORROWERS

KIRSHENBAUM, STEWART A  
4110 DAIRY CT  
FREEHOLD NJ 07728

LOAN NO: [REDACTED] 851

Borrowers agree to and direct the disbursements and Advance indicated below. If any estimated amount shown below varies from the actual amount paid, Borrowers agree to the disbursement of the actual amount and a corresponding change to the Advance shown below. Borrowers agree that this Advance is made under Borrowers' Revolving Loan Agreement (account number shown above.)

CASH OR CHECK TO BORROWER.....\$ 5500.00  
TOTAL ADVANCE(S).....\$ 5500.00

WITNESS

*[Signature]*

BORROWERS:

*[Signature: Stewart A. Kirshenbaum]*

DATE

3-26-01

09-27-99 Voucher



\*K18C107C5K99RLV900US1479110\*\*KIRSHENBAUM

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US147911

## PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")

HOUSEHOLD FINANCE CORPORATION III  
RT 70-1900 SHORROCK ST.  
TOWN & CNTRY SH CTR/ # 211  
LAKEWOOD NJ 08701

BORROWERS (called "You", "Your")

KIRSHENBALM, STEWART A  
SS# 171380279  
4110 DAIRY CT  
FREEHOLD NJ 07728

LOAN NO: 851

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	INITIAL ANNUAL PERCENTAGE RATE	CREDIT LIMIT	DATE OF THIS AGREEMENT	MARGIN
.01 AND OVER	2.200 %	26.400 %	6500	03/26/01	17.800000%
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEE (1)	
			.00		

In this Agreement, "you", "your" and "Borrower" and "Co-Borrower" (if any) mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Personal Credit Line Account. We want you to understand how your Personal Credit Line Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Personal Credit Line is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Personal Credit Line Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

(1) SUBSEQUENT ANNUAL FEE: The lesser of 1% of the credit line or \$50.

**REQUIRED INSURANCE.** You may obtain any required insurance from anyone you choose. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

Physical damage insurance on motor vehicle identified as "Insured" under "Security" above.  
Physical damage insurance on other property marked "Insured" under "Security" above.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

01-14-00  
VR NRE



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# PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 2 of 4)

**Available Credit:** You may obtain funds directly from us or through your special checks up to your available credit. Each check must be written for at least \$100.00. Your available credit is your credit limit less the total unpaid balance, including Finance Charges, of your Account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. If you request funds in an amount that would cause you to exceed your available credit, we are not obligated to honor your request. If we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges, immediately.

**Promise to Pay:** You promise to pay Lender: (a) amounts borrowed under this Agreement; (b) Finance Charges and other charges provided in this Agreement; (c) credit insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees (if attorney is not our salaried employee) and court costs; and (e) amounts in excess of your credit limit that we may lend you, plus Finance Charges.

**Payments:** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment. If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum monthly payment shown on your monthly statement.

The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or 3.40% of the outstanding account balance plus any credit insurance charges, rounded to the nearest \$1, or (2) the Finance Charges due for the billing cycle plus any credit insurance charges. We will add to this amount any unpaid amounts due from prior billing cycles. Your Minimum Monthly Payment will be initially determined when you receive your first advance and will be recalculated only at the time of a later advance.

Payments will be applied as follows: First, to any accrued but unpaid Finance Charges; Second, to any unpaid Administrative Charges provided in this Agreement; Third, to any unpaid credit insurance charges; and Fourth, to the unpaid principal balance to your account.

Any part of your monthly payment to be applied to amounts borrowed on your Account will be applied to the amounts borrowed under your Personal Credit Line Account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner. Your payment must be received by us at the address indicated on the monthly statement prior to the payment due date shown on your monthly statement.

**Finance Charges:** The Finance Charges are the interest charged on the balance of your Account during each billing cycle. The Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle and dividing the total by the number of days in that cycle. A daily unpaid balance is the amount owed each day, excluding any unpaid Finance Charges, Administrative Charges and credit insurance charges for prior billing cycles.

**Variable Rate:** You agree that the monthly periodic rate used in determining your Finance Charge will be a variable rate which may change from month to month.

The monthly periodic rate will be one-twelfth of the sum of the Prime Rate plus the number of percentage points as stated in the "Margin" box on page one.

The Prime Rate Applicable to any billing cycle will be the prime rate published in "The Wall Street Journal," a business newspaper, on the first publication day of the month in which the billing cycle begins. If a range of rates is published, we will use the highest of the rates in the range. When a change in the Prime Rate is published, a change in the monthly periodic rate will take effect on the first day of the first complete billing cycle following the date of the published change. The new rate will apply to new loans and charges, and to the existing balance of your Account. The initial monthly periodic rate on your Account is shown on page one. The monthly periodic rate will not exceed that permitted by applicable interest rate ceilings in effect from time to time.

If changes in the law, any court ruling or discontinued publication of the index do not permit us to continue use of this variable rate index, we will change the index according to the procedures set out below in "Termination and Changes in the Agreement."

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

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# PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 3 of 4)

**An increase in the Prime Rate** may increase the minimum payment on your Account.

**Annual Fee:** You agree to pay an Annual Fee for participation in this revolving credit line. The charge will not exceed the LESSER of one percent (1%) of your line of credit or \$50. The Annual Fee is due and payable on the date your Personal Credit Line Account is established and on the same day of each subsequent year. You agree that this fee may be charged to your Account Balance.

**Bad Check Charge:** If you pay by a check which is returned for any reason, you agree to pay a \$20 bad check charge to us.

**Exchange of Information:** You understand that from time to time we may receive credit information concerning you from others, such as stores, other lenders, and credit reporting agencies. You authorize us to share any information, on a regular basis, we obtain related to your Account, including but not limited to credit reports and insurance information, with any of our affiliated corporations, subsidiaries or other third parties. The uses of this information may include an inquiry to determine if you qualify for additional offers of credit. You also authorize us to share any information regarding your Account with any of our affiliated corporations, subsidiaries or other third parties. You may prohibit the sharing of such information (except for the sharing of information about transactions or experiences between us and you) by sending a written request which contains your full name, Social Security Number and Address to us at P.O. Box 1547, Chesapeake, VA 23320.

If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you.

**Termination and Changes in the Agreement:** We can change the terms of this Agreement, including changing your credit limit, increasing your Minimum Monthly Payment, increasing the rate of Finance Charge, or changing the Variable Rate Index, at any time. Prior written notice will be provided to you when required by applicable law unless you consent to the change before that time. Changes may apply to both new and outstanding balances unless prohibited by applicable law. However, termination of your credit limit will occur only as provided in the "Default and Cancellation of Agreement" paragraph. Balances outstanding under this Agreement when the credit limit is reduced or terminated will continue to accrue interest at the variable rate until paid in full.

**Default and Cancellation of Agreement:** We have the right to require you to pay your entire balance plus all other accrued but unpaid charges immediately and to cancel your credit privileges under this Agreement because of:

- (a) failure to make any payment when due under this Agreement;
- (b) frequent overdraw of your line of credit;
- (c) failure to supply us with any information requested;
- (d) supplying us with misleading, false, incomplete or incorrect information;
- (e) breaking any of the promises, terms or conditions that are contained in this Agreement;
- (f) the filing of a bankruptcy petition by or against you;
- (g) the death of any borrower who signs this Agreement; or
- (h) the sale or transfer of any interest in the property securing this Agreement (this includes the creation of a subordinate lien).

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the variable contract rate until paid in full. In the event your credit privilege is cancelled, we have the right to convert your Account to a fixed rate of interest which shall be not higher than the variable contract rate in effect at the time of conversion.

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and Lender's responsibilities under the Fair Credit Billing Act.

NOTICE SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

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# PERSONAL CREDIT LINE ACCOUNT AGREEMENT (Page 4 of 4)

**Notify Lender In Case of Errors or Questions About Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)". Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

In your letter, give Lender the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

## **Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice.**

Lender must acknowledge your letter within 30 days, unless Lender has correct the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

After Lender receives your letter, Lender cannot try to collect any amount you question, or report you as delinquent. Lender can continue to bill you for the amount you question, including finance charges, and Lender can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Lender is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Lender will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.


If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

You acknowledge reading and receiving a completed, legible, executed copy of this Agreement before making any advance on the Account established pursuant hereto.

This Agreement covers open end loans pursuant to Chapter 10 of Title 17 of the New Jersey Statutes.

Witness the hands and seals of the undersigned the day of the date hereof above written.

**Alternative Dispute Resolution and Other Riders:** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

 (SEAL)

WITNESSED BY:  (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

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